

**AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF ENERGY  
AND  
THE FEDERAL NUCLEAR AND RADIATION SAFETY AUTHORITY  
OF THE RUSSIAN FEDERATION  
FOR COOPERATION ON ENHANCING THE SAFETY OF RUSSIAN NUCLEAR  
FUEL CYCLE FACILITIES AND RESEARCH REACTORS**

The U.S. Department of Energy and the Federal Nuclear and Radiation Safety Authority of the Russian Federation, hereinafter referred to as the Parties;

Expressing their support for efforts to enhance the safety of Russian nuclear fuel cycle facilities and research reactors;

Undertaking to cooperate in the area of an improved nuclear safety program for nuclear fuel cycle facilities and research reactors including the exchange of experience and views on issues of licensing associated with operating fuel cycle facilities and research reactors, reporting practice concerning safety - related events at fuel cycle facilities and research reactors, and analysis of deviations from normal operation at these facilities and reactors; and

Referencing the Agreement between the Government of the United States of America and the Government of the Russian Federation concerning the Operational Safety Enhancements, Risk Reduction Measures and Nuclear Safety Regulation for Civil Nuclear Facilities in the Russian Federation;

Have agreed as follows:

**ARTICLE I**

1. The U.S. Department of Energy will provide to the Federal Nuclear and Radiation Safety Authority of the Russian Federation consultation, training, and technical assistance in the development of regulatory programs and related licensing activities for operating fuel cycle facilities and research reactors.

2. The Federal Nuclear and Radiation Safety Authority of the Russian Federation shall use all consultation, training, and technical assistance provided in accordance with this Agreement exclusively for the purpose of enhancing the safety of Russian fuel cycle facilities and research reactors in accordance with the objectives and terms of this Agreement.

3. For the implementation of this Agreement, there shall be established a U.S. Department of Energy - Russian Federal Nuclear and Radiation Safety Authority Joint Committee on Cooperation (JCC). Meetings will be convened periodically upon agreement of the Parties but not less than once a year in the United States and the Russian Federation alternately unless otherwise mutually agreed.

4. The Joint Committee on Cooperation shall take such action as is necessary for effective implementation of this Agreement including, but not limited to approval of specific projects and programs of cooperation; designation of appropriate participating organizations and institutions responsible for carrying out cooperative activities; determination of priorities and specific schedules for carrying out projects; and making recommendations, an appropriate, to the U.S. Department of Energy and the Federal Nuclear and Radiation Safety Authority of the Russian Federation.

5. In implementing this Agreement, the Parties shall hold technical discussions. Upon agreement by the Parties, joint working groups of technical experts may be established to exchange technical information and to advise the Parties with respect to technical issues related to the effective implementation of this Agreement.

6. The U.S. Department of Energy does not warrant the suitability of any equipment or information transmitted for use or application by the Federal Nuclear and Radiation Safety Authority of the Russian Federation or by any third party. The U.S. Department of Energy shall not be responsible for ensuring either the proper use or operation of any equipment, property, supplies, training, or services provided to the Federal Nuclear and Radiation Safety Authority of the Russian under this Agreement.

7. This Agreement is without prejudice to other Agreements which exist or could be concluded between the United States and Russia, their agencies, or instrumentalities.

## ARTICLE II

Each Party to this Agreement shall have the right, following written notification to the other Party, to designate technical liaison representatives for equipment, property, supplies, training, and services provided pursuant to this Agreement.

## ARTICLE III

1. The equipment, property, supplies, training, and services to be provided to the Federal Nuclear and Radiation Safety Authority of the Russian Federation pursuant to this Agreement may include consultations and technical assistance in the following areas of cooperation, subject to agreement of the Parties:

- a. Assistance in the development of regulations and guidelines;
- b. Assistance in the development and application of regulations and guidelines for safety analysis and evaluation, inspections, quality assurance, emergency preparedness, and operator licensing programs;

- c. Assistance in the use and application of computer software;
- d. Assistance in the training of Russian nuclear inspector, operators of fuel cycle facilities and reactors, and other personnel;
- e. Additional areas mutually agreed upon and consistent with the terms of this Agreement. In the event such areas are of the type that may result in intellectual property being created, for example, experimental, research, or development projects, then this Agreement will be amended to address the protection and allocation between the parties of such intellectual property.

2. Only unclassified technical information shall be exchanged under this Agreement.

3. Unless otherwise agreed, all costs resulting from implementing of this Agreement shall be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations under this Agreement is subject to the availability of appropriated funds, resources, personnel by the appropriate governmental authority and to the applicable laws and regulations.

#### ARTICLE IV

1. The Federal Nuclear and Radiation Safety Authority of the Russian Federation shall examine all equipment, property, and supplies received pursuant to this Agreement and provide written confirmation to the U.S. Department of Energy within ten days of receipt that it has been successfully delivered to the agreed location and it conforms with the specifications developed jointly by the U. S. Department of Energy and the Federal Nuclear and Radiation Safety Authority of the Russian Federation. Any equipment, property, or supplies failing to conform with these specifications shall be returned to the United States of America through the Embassy of the United States of America at Moscow within thirty days of receipt for replacement.

2. The U.S. Department of Energy, its personnel, contractors, and contractors personnel shall not be liable to pay any tax or similar charge by the Russian Federation or any of its instrumentalities on activities in accordance with this Agreement.

3. The Federal Nuclear and Radiation Safety Authority of the Russian Federation will work with appropriate entities in the Russian Federation to ensure that the U.S. Department of Energy, its personnel, contractors, and contractors' personnel may import into and export out of the Russian Federation any equipment, supplies, material or services required to implement this Agreement. Such importation and exportation of articles or services shall not be subject to any licenses, other restrictions, customs, duties, taxes or any other charges or inspections by the Russian Federation or any of its instrumentalities.

## ARTICLE V

1. The Parties may, upon mutual agreement, enter into additional arrangements to implement the provisions of this Agreement. In case of any inconsistency between this Agreement and any such arrangement, the provisions of this Agreement shall prevail.
2. In carrying out this work, the Parties will coordinate with the U.S. Nuclear Regulatory Commission, as appropriate, to achieve the goals of this Agreement on matters within the scope of the Commission's responsibilities.

## ARTICLE VI

This Agreement shall enter into force upon signature and shall remain in force for five years. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon ninety days written notification to the other Party of its intention to do so.

Done at Moscow, this thirtieth day of June, 1995, in two copies, each in the English and Russian languages, both texts being equally authentic.

FOR THE DEPARTMENT  
OF ENERGY OF THE UNITED  
STATES OF AMERICA

FOR THE FEDERAL NUCLEAR AND  
RADIATION SAFETY AUTHORITY  
OF THE RUSSIAN FEDERATION

